

OPTION CONTRACT

This OPTION CONTRACT (the “**Contract**” or the “**Option Contract**”) is made and entered into as of the ____ day of November, 2014 (the “**Effective Date**”) by and between THE CITY OF DURHAM, NORTH CAROLINA (“**Seller**”), and SOUTHSIDE REVITALIZATION PHASE II LP, a Missouri limited partnership and/or assigns (the “**Purchaser**”). In consideration of the parties’ respective agreements and obligations contained herein, the parties hereto agree as follows:

Background:

A. Seller is the current fee owner of that certain tract of real estate located in Durham, North Carolina, which comprises approximately 13 acres of what is commonly known as the former Rolling Hills site (the “**Redevelopment Site**”).

B. Upon and subject to the terms and conditions of this Option Contract, the Seller desires to grant unto the Purchaser an option to purchase up to approximately 7 acres of the Redevelopment Site (the “**Land**”), which is legally described in the attached Exhibit A and incorporated herein by this reference. Purchaser intends to construct a second phase development project consisting of approximately 90 units on the the Land. Said Land together with all and singular, the rights, easements, and hereditaments thereunto belonging or in anywise appertaining and all buildings, fences, structures, and any and all other improvements of whatever nature thereon is hereinafter referred to as the “**Property**.”

C. Exercise of this Option is subject to the award of Low Income Housing Tax Credits for the second phase of development, which will be comprised of approximately 80-90 mixed income rental units along with a small amount of complementary live/work or retail/commercial space.

Definitions. The Recitals set forth above, and defined terms set forth in the Recitals, hereby are incorporated herein. The words and phrases hereinafter set forth, when used in this Option Contract, shall have the meanings hereinafter set forth, unless the context shall prohibit or shall clearly indicate or require otherwise. This Section 1 and the following definitions also contain substantive terms, conditions and provisions of this Option Contract. Other Sections and provisions of this Option Contract may also contain additional defined terms.

“**Option Expiration Date**” means 2:00 pm on January 15, 2017. The Option Expiration Date may be extended at no cost to Purchaser by written notice from Purchaser to Seller for two (2) additional periods of six (6) months for each period, and if extended, the option shall be irrevocable during the extended period(s).

“**Option Purchase Price**” means the sum of One and No/100 Dollars (\$1.00) plus the “Applicable Extension Consideration”, if any, as provided herein.

“**Option Term**” is the period commencing on: (a) the Effective Date; and (b) expiring on the Option Expiration Date.

1. Grant and Exercise of Option to Purchase.

(a) During the Option Term and upon and subject to all of the terms and conditions of this Option Contract and in consideration of the sum of One and No/100 Dollars (\$1.00) (“**Option Consideration**”), to be paid by Purchaser, the Seller grants to Purchaser as option to purchase the Property (the “**Option**” or the “**Option to Purchase**”). The Option Consideration shall be applied toward the Option Purchase Price at Closing (defined in Section 3).

(b) In order to exercise the Option, the Purchaser shall give Seller written notice (the “**Option Exercise Notice**”) on or before the Option Expiration Date. The Option Exercise Notice and all other documents or instruments necessary to consummate the transactions contemplated hereby on the part of the Purchaser must be executed and delivered by the Purchaser. If Purchaser timely gives Seller an Option Exercise Notice, the parties shall proceed to a Closing as set forth in Section 3.

(c) The Option to Purchase under this Option Contract shall expire and this Option Contract shall terminate at 2:00 pm on the Option Expiration Date (including extensions), unless on or before 2:00 pm on the Option Expiration Date the Purchaser exercises the Option to Purchase by timely giving the Seller an Option Exercise Notice exercising the Purchaser’s Option to Purchase the Property.

(d) Within 30 days after the Effective Date, Seller agrees to provide to Purchaser the documents and other information described in Exhibit B, to the extent such documents and information are within Seller’s possession or control. Commencing upon the Effective Date and continuing through the Option Expiration Date, Purchaser and its agents shall be entitled to inspect the Property and conduct tests on the Property at any reasonable times, upon notice to Seller, in order to conduct evaluations of the Property (including without limitation, engineering studies, environmental site assessments, risk assessments, inspections for the presence of lead based paint and lead based paint hazards, evaluation of drainage and flood plain, borings and soil tests); provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation, if any, of the Property or the rights of the tenants, if any, at the Property, or (ii) Purchaser or its agents or representatives conduct any physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, “**Physical Testing**”), without Seller’s prior written consent, which consent shall not be unreasonably withheld. In the event Purchaser desires to conduct any such Physical Testing of the Property, Purchaser shall submit for Seller’s approval a written, detailed description of the scope and extent of the proposed Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to its condition prior to such tests and inspections (which obligation shall survive the Closing or any termination of this Agreement). Prior to Purchaser entering the Property to conduct the inspections and tests described above, Purchaser shall obtain and maintain, at Purchaser’s sole cost and expense, and shall deliver to Seller evidence of, the following insurance coverage, and shall cause each of its agents and contractors to

obtain and maintain, and upon request of Seller, shall deliver to Seller evidence of, the following insurance coverage: general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policy to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser or its agents, employees or contractors in connection with such inspections and tests.

The rights granted to Purchaser to conduct the inspections is subject to providing reasonable notice to tenants of the Property, if any, and to the inspections being conducted at reasonable times during regular business hours from 8:30 AM – 5:00 PM, Monday through Friday, not including holidays. Purchaser shall notify Seller at least 48 hours in advance of each inspection, and shall permit Seller's agent to accompany Purchaser's representatives on each such inspection. Neither Purchaser nor its agents shall advise any tenant, if any, that the Property is under contract to be sold. Purchaser shall indemnify Seller against any loss, cost (including reasonable attorney's fees), damage or claim resulting from Purchaser's inspections and tests. The review of documents and inspections by Purchaser pursuant to this Section are referred to as the "**Due Diligence.**" Purchaser's obligations under this Section shall survive the expiration or sooner termination of this Agreement.

Purchaser hereby acknowledges that it has been, or will have been, given, prior to the Option Expiration Date, a full, complete and adequate opportunity to make such legal, factual and other determinations, analyses, inquiries and investigations as Purchaser deems necessary or appropriate in connection with the acquisition of the Property. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. Seller shall not be deemed to have represented or warranted the completeness or accuracy of any studies, investigations and reports heretofore, or hereafter, furnished to Purchaser. Purchaser acknowledges and agrees that, except as expressly provided in this Agreement, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (i) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (ii) the income to be derived from the Property, (iii) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, or (iv) the habitability, merchantability or fitness for a particular purpose of the Property. **Purchaser further acknowledges and agrees that, except as expressly provided in this Agreement or in any closing document, the sale of the Property as provided for herein is made on an "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS."**

(e) By January 15, 2017, Purchaser shall obtain and deliver to Seller a title insurance commitment ("**Commitment**"), together with legible copies of the documents identified therein as encumbrances on the title of the Property, as well as a survey of the Property, and shall concurrently notify Seller of any title exceptions identified in the Commitment and/or the survey which Purchaser reasonably disapproves ("**Objections**"), as well as any endorsements to the Commitment required by Purchaser. Any exception, exclusion from coverage or other matter shown in the Commitment or disclosed by the survey

and not disapproved in writing within 30 days from January 15, 2017 shall be deemed approved by Purchaser and shall constitute a “**Permitted Exception**” hereunder. Purchaser and Seller hereby agree that (i) all non-delinquent property taxes and assessments payable during the year of Closing, (ii) the rights of the tenants, if any, under the leases permitted by this Agreement, (iii) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser, and (iv) those agreements listed on the attached Exhibit C shall additionally constitute “**Permitted Exceptions**”. If Purchaser timely makes Objections, then within 7 business days thereafter, Seller shall notify Purchaser (“**Seller’s Title Response**”) as to which Objections, if any, Seller will cure prior to Closing (“**Curable Exceptions**”). If Seller fails to respond within such time period, Seller will be deemed to have elected not to cure any Objections and none of such Objections shall be considered Curable Exceptions for any purpose. If Seller is unwilling to cure all Objections, then Purchaser may terminate this Agreement by notice to Seller on or before the Option Expiration Date, in which case Purchaser shall be entitled to a refund of the Option Consideration. If Purchaser fails to so terminate this Agreement, then all of those Objections which Seller does not commit to cure shall be deemed Permitted Exceptions and Seller shall be required to cure the Curable Exceptions, if any, which Seller has agreed to cure by notice prior to the end of the Option Expiration Date, but not otherwise.

(f) Replat. The obligations of both parties hereunder to consummate the conveyance of the Property shall be conditioned upon the finalization of such lot split, replatting or subdivision as may be required in order for Seller to lawfully convey the Property to Purchaser prior to Closing. Purchaser shall have the obligation to accomplish the work needed, if any, for such replatting or subdivision, and of diligently pursuing any such required finalization.

2. Closing And Conveyance Of Title.

(a) Closing Date. Subject to the terms of this Option Contract, the closing of the purchase of the Property (the “**Closing**” or “**Closing Date**”) shall be held on the tenth (10th) calendar day after the Purchaser’s Option Exercise Notice (or if such 10th day be a Saturday, Sunday or Legal Holiday, then the next business day); or upon such other date as the parties may agree upon in writing.

(b) Place of Closing. The Closing shall take place at such place as the parties may agree upon in writing.

(c) Outside Closing Date. Notwithstanding anything to the contrary, the Closing Date under this Option shall not be extended beyond February 15, 2018 unless both parties agree to extend this Agreement in writing.

(d) Prorations & Adjustments. At Closing, all income and expenses of the Property, including general taxes and installments of special assessments, as well as rents, sewer charges, and utilities, shall be prorated and adjusted on the basis of 30 days to the month, Purchaser to have the last day. Seller and Purchaser agree to be responsible for their own

attorney fees in connection with this Option and the Closing, except for such attorney fees that are necessary to enforce the obligations set forth in paragraph 7(c).

(e) Conveyance Documents & Etc. At the Closing, Seller shall execute and deliver the following to Purchaser:

(1) A fully executed recordable Non-warranty Deed, conveying the Property to Purchaser, subject to all matters of record and subject to such facts as would be disclosed by an accurate survey.

(2) A FIRPTA Affidavit (Non-Foreign certification) and any similar North Carolina form.

(3) A Seller's Final Affidavit in form reasonably acceptable to the Title Company and Seller, in form sufficient to permit the Title Company to delete from the "Title Policy" the standard exceptions relating to unfilled mechanic's liens and to rights of parties in possession, other than the rights of the tenants, if any, permitted pursuant to Section 1(e) above.

(4) If applicable, an Assignment of Leases, including an indemnity from Seller in favor of Purchaser with respect to matters arising under such leases prior to the Closing Date, and an indemnity from Purchaser in favor of Seller with respect to matters arising under such leases subsequent to the Closing Date.

(f) At the Closing, Purchaser shall deliver the balance of the Option Purchase Price (after giving the Purchaser a credit for the Option Consideration, and the Applicable Extension Consideration, if any, already paid).

(g) At the Closing, each of the parties shall execute and deliver to the other party and to the Title Company: (1) appropriate Closing Statements; (2) such indicia of authority and related customary documents and instruments as may be required by the Title Company or as may be reasonably requested by the other party; and (3) such other documents and instruments as are necessary to consummate the transactions contemplated by this Option Contract. At the Closing, the Seller shall pay those closing costs customarily paid by a seller in commercial real estate transactions in Durham, North Carolina, and the Purchaser shall pay those closing costs customarily paid by a purchaser in commercial real estate transactions in Durham, North Carolina. At Closing, Purchaser shall pay the costs of any owner's and mortgagee's policies of title insurance, as well as all applicable survey charges and all other costs of its Due Diligence in connection with its purchase of the Property.

3. Default.

(a) If the sale and purchase of the Property after exercise of the Option by Purchaser is not consummated in accordance with the terms and conditions of the Option Contract because of Seller's default, then the Purchaser shall have the right (as its sole and exclusive rights and remedies) either: (1) by written notice to Seller, to declare the Option Contract terminated, in which event the Option Consideration and Applicable Extension Consideration, as the case may be, shall be refunded to Purchaser, and neither party shall have any further agreement, obligation or liability hereunder (except agreements, obligations and

liabilities hereunder which by their terms or nature survive termination); or (2) Purchaser shall have the right to pursue, exercise and enforce the equitable right of specific performance in order to enforce its rights under the Option Contract to purchase the Property. The Purchaser agrees that, in the event of default or breach by the Seller, the Purchaser shall not have the right to sue Seller for damages.

(b) If the sale and purchase of the Property after exercise of the Option by Purchaser as contemplated by the Option Contract is not consummated in accordance with the terms and conditions of the Option Contract because of Purchaser's default, then the Option Consideration and Applicable Extension Consideration, if any, shall be forfeited to and retained by Seller, as full liquidated damages for such default of Purchaser; and this Option Contract shall otherwise terminate. The parties hereto expressly acknowledge that it is impossible more precisely to estimate the damage to be suffered by Seller upon Purchaser's wrongful failure to Close, and that retention of the Option Consideration and Applicable Extension Consideration as liquidated damages is intended not as a penalty, but as full liquidated damages. The Seller's right to retain the Option Consideration and Applicable Extension Consideration as full liquidated damages is Seller's sole and exclusive remedy in the event of Purchaser's wrongful failure to Close, in lieu of all other rights and remedies of Seller at law or in equity, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Purchaser: (1) for specific performance of this Option Contract, or (2) for damages.

4. Eminent Domain. If, during the term of this Option Contract, any portion of the Property shall be taken by eminent domain, or is the subject of eminent domain proceedings threatened or commenced, then the Purchaser shall have the right by written notice to Seller to terminate this Option Contract, in which event the Option Consideration and Applicable Extension Consideration, as the case may be, shall each be refunded to Purchaser, and neither party shall have any further agreement, obligation or liability hereunder (except agreements, obligations and liabilities hereunder which by their terms or nature survive termination). However, if the eminent domain taking affects only a portion of a phase of Purchaser's project, and other phases of the project can proceed without impediment, or if the eminent domain taking is in service of the Purchaser's project, then Seller shall not have the right to terminate this Option pursuant to this section. If any of said events occur and Purchaser still desires to exercise the Option and Close, (a) if the transfer to the condemning authority takes place prior to Closing hereunder, the remainder of the Property shall be conveyed to Purchaser at Closing; (b) if the transfer to the condemning authority has not taken place prior to Closing, the entire Property shall be conveyed to Purchaser at Closing hereunder; (c) if Seller has received payment for such condemnation or taking prior to the Closing hereunder, the amount of such payment received by Seller shall be a credit against the Option Purchase Price payable by Purchaser hereunder; and (d) if Seller has not received such payment at the time of Closing, Seller shall assign to Purchaser all of Seller's claims and rights on account of or arising out of such taking, including the right to conduct any litigation in respect of such condemnation. The parties agree that this Section 4 only establishes the respective rights and obligations of the parties with respect to eminent domain as Purchaser and as Seller under this Option Contract.

5. Tax Credits. If during the term of this Option Contract, the Purchaser receives a final determination by North Carolina Housing Finance Agency ("NCHFA") that the Property will

not receive a 201____ tax credit reservation award, then the Purchaser shall have the right by written notice to Seller to terminate this Option Contract, in which event the Option Consideration and Applicable Extension Consideration, as the case may be, shall each be refunded to Purchaser, and neither party shall have any further agreement, obligation or liability hereunder (except agreements, obligations and liabilities hereunder which by their terms or nature survive termination).

6. Brokers. Neither party has contracted the services of a real estate broker ("**Broker**"), in connection with the Option Contract. Seller and Purchaser each hereby agree to and shall indemnify the other party (as indemnitee) from any breach of the aforesaid representation in connection with this Option Contract, such obligation to survive the Closing of this transaction.

7. Miscellaneous Provisions.

(a) Binding Effect; Assignment. This Option Contract shall be binding upon and shall inure to the benefit of the parties hereto and the successors and assigns of the respective parties hereto. This Option Contract may not be assigned by Purchaser unless: (1) the assignee assumes the Option Contract in writing; (2) the Purchaser or the assignee gives the Seller written notice of the assignment, together with a copy of the executed instrument of assignment and assumption, within five (5) days after the occurrence thereof, and (3) the assignee is an entity controlled by the principals of McCormack Baron Salazar.

(b) Notices. All notices required or permitted to be given hereunder shall be in writing, and shall be given: (1) by confirmed telecopy (so long as notice is also given on the same date by "Courier"), or (2) by nationally recognized overnight delivery service ("**Courier**"); at the addresses of the parties stated below, or at such other address as any party hereto entitled to notice may register with the other party by like notice. All notices shall be deemed given and effective on the date delivered to the Courier. However, where applicable, the time period for responding to a notice shall commence from the date of actual receipt thereof. Notices given in behalf of a party by its attorney shall be effective for and in behalf of such party, and shall be binding upon such party. Notices shall be addressed to the parties at the following addresses:

If to Seller:

City of Durham
Attn: City Manager
101 City Hall Plaza
Durham, N.C. 27701
(919) 560-4222
Fax: (919) 560-4949

If to Purchaser:

MBA Development Corporation
c/o McCormack Baron Salazar, Inc.
Attn: Hillary B. Zimmerman
720 Olive Street
Suite 2500

With a Copy to:

Mr. Carl C. Lang, Esq.
Rosenblum, Goldenhersh,
Silverstein & Zafft, P.C.
7733 Forsyth Blvd. - 4th Floor
St. Louis, Missouri 63105

St. Louis, MO 63101
Tel No. (314) 621-3400
Fax No. (314) 335-2891

Tel. No. (314) 726-6868
Fax No. (314) 726-6786

(c) Attorney's Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Option Contract or for any alleged breach of or default under this Option Contract, or any other action arising out of this Option Contract or the transactions contemplated hereby, or to seek payment or release to such party of any earnest money or other deposit under this Option Contract, the prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment. The provisions of this Section 7(c) shall survive any termination of this Option Contract and shall survive Closing.

(d) Third-Party Reports. In consideration for Seller's entering into the Option Contract, the Purchaser agrees and covenants that, within thirty (30) days after termination of this Option Contract for any reason (other than default hereunder by the Seller) and receipt of Seller's request, the Purchaser, without cost to Seller, shall promptly provide the Seller with true and correct copies of all reports obtained by Purchaser with respect to the Property from any third parties, including but not limited to title commitments, surveys, soils reports, environmental reports, geotechnical studies, engineering documents and building inspection reports, and which obligation of the Purchaser shall survive the termination of this Option Contract.

(e) Time is of the Essence; Computation of Time. It is agreed by and between Purchaser and Seller that time is of the essence in this Option Contract. However, if the last day for the giving of notice, performance of any obligation or condition or a Closing hereunder is a Saturday or Sunday or legal holiday in the State of North Carolina, then such last day shall be extended to the next succeeding business day thereafter.

(f) Waiver. No claim of waiver, consent, or acquiescence with respect to any provision of this Option Contract shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

(g) Construction and Interpretation; Jurisdiction; Section Headings; Severability. This Option Contract has been made and entered into in Durham, North Carolina, and shall be governed and construed by and in accordance with the laws of the State of North Carolina, as having been jointly drafted by the parties. The parties agree that the sole and exclusive situs, jurisdiction and venue for any legal proceedings regarding this Option Contract shall be a court of competent jurisdiction located in the County of Durham, North Carolina, and each party hereby consents to the personal jurisdiction of any such court of competent jurisdiction located in the County of Durham, North Carolina. The headings of the sections in this Option Contract are inserted solely for the convenience of reference, and are not intended to govern, limit, or aid in the construction of any term or provision hereof. Whenever possible, each provision of this Option Contract and any other related document shall be interpreted in such manner as to be valid under applicable law; but, if any provisions of any of the foregoing shall be invalid or

prohibited under such applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of such documents.

(h) Amendment; Counterparts; Facsimile. This Option Contract may not be amended, except by a written agreement executed by the parties hereto. This Option Contract may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Option Contract. This instrument and any amendment hereto may be executed via facsimile, and the parties agree that facsimile execution hereof shall be binding upon the parties.

(i) Purchaser and Seller Authority. Both Purchaser and Seller have all requisite power and authority to execute this Option Contract, and the individual or individuals who did or will execute the same on behalf of Purchaser and Seller and have the power and authority to bind each of Purchaser and Seller.

(j) OFAC. Purchaser represents that neither Purchaser nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

[REMAINDER OF PAGE INTENTIONALL LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized officers, have caused this Option Contract to be executed as of the Effective Date.

SELLER:

CITY OF DURHAM

By: _____
Thomas Bonfield, City Manager

ATTEST:
CITY OF DURHAM

_____, City Clerk

PURCHASER:

SOUTHSIDE REVITALIZATION PHASE II LP,
a Missouri limited partnership

By: Southside Revitalization Phase II MBS GP,
Inc., a Missouri corporation, its general partner

ATTEST:

Hillary B. Zimmerman, Secretary of
Southside Revitalization Phase II MBS GP, Inc.

By: _____

Name: _____

Title: _____

NORTH CAROLINA

DURHAM COUNTY

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that he or she is the City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract or agreement was signed in its corporate name by Thomas J. Bonfield, its City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk. This the ____ day of _____, 2014.

Notary Public

My Commission Expires

MISSOURI

CITY OF ST. LOUIS

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that he or she is the Vice President of Southside Revitalization Phase II MBS GP, Inc., a Missouri corporation, the general partner of Southside Revitalization Phase II LP, a Missouri limited partnership, and that by authority duly given and as the act of the corporation in behalf of the limited partnership, the foregoing contract or agreement with the City of Durham was signed in its name by its Vice President, and attested by its secretary. This the ____ day of _____, 2014.

Notary Public

My Commission Expires

Exhibits:

Exhibit A – Legal Description

Exhibit B – Documents to be Provided

Exhibit C – Additional Permitted Exceptions

Exhibit D – Survey

EXHIBIT A

Legal Description

All that certain real property situated in the County of Durham, State of North Carolina, described as follows:

[See attached following this page]

EXHIBIT B

Documents and Information to be Provided by Seller

1. Copies of any real estate or personal property ad valorem tax statements for the past two full calendar years, and the current year, including any applicable information on exemptions, abatements, credits, and assessments.
2. All service contracts and agreements affecting the Project which would be binding on the Property or Purchaser following the Closing.
3. Itemized list of all fixtures and tangible personal property, and an itemization of all leased property.
4. All architectural, mechanical, electrical, plumbing, drainage, construction, and similar plans, specifications and blueprints possessed by Seller relating to the Property, and any survey.
5. Any environmental reports and any correspondence from any party or governmental entity relating in any respect to the environmental condition of the Project.
6. Operating statements, if any, itemizing income and expense items for the Project for the past two (2) full calendar years and year-to-date.
7. Warranties and guaranties covering any of the fixtures and tangible personal property.
8. A schedule or statement of any pending personal injury, property damage or other claims (including casualty claims) of any kind known or anticipated by Seller involving the Property or any present or former tenant or guest or invitee of a tenant.

EXHIBIT C

Additional Permitted Exceptions

[See attached following this page]

EXHIBIT D

Survey

[See attached following this page]

